

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 03/17/2018**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved purchase orders and accounts payable checks #283916 through #284109 totaling \$ 822,446.71 dated 03/19/2018 thru 03/23/2018.**

**In addition, payroll checks #92440 through #92586 were issued totaling \$ 80,616.21 and EFT's 5215689 to 5217089 were made totaling \$ 1,506,001.36 for a payroll total of \$ 1,588,617.57 for the month of March 2018.**

A listing of all paid warrants is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 03/24/2018**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved purchase orders and accounts payable checks # 284110 through #284364 totaling \$ 620,527.69 and EFT's #9100363 through #9100371 totaling \$ 1,511.83 for an A/P total of \$ 622,039.52 dated 03/26/18 thru 03/30/18.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

**AGENDA #** \_\_\_\_\_ **DATE** \_\_\_\_\_

## **AGENDA REPORT**

**Prepared for the  
CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 03/31/2018**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 284365 through #284526 totaling \$ 710,345.86 dated 04/02/2018 thru 04/06/2018.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 04/07/2018**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved purchase orders and accounts payable checks # 284527 through #284708 totaling \$ 302,088.65 and EFT's #9100372 through #9100381 totaling \$ 1909.68 for an A/P total of \$ 303,998.33 dated 04/09/18 thru 04/13/18.**

A listing of all paid checks is available in the Cascade County Commissioners Office.



AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 04/14/2018**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 284709 through #284930 totaling \$ 1,138,094.04 dated 04/16/2018 thru 04/20/2018.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

**CASCADE COUNTY COMMISSION MEETING**  
**April 10, 2017**  
**COMMISSION CHAMBERS**  
**COURTHOUSE ANNEX, ROOM 111**  
**9:30 A.M.**

<b>COMMISSION MINUTES</b> <b>JOURNAL NUMBER 58</b>
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**Notice:** Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** These minutes were officially approved on April 24, 2018.

**Commission:** Madam Chair Jane Weber, Commissioner Joe Briggs, and Commissioner Jim Larson.

**Staff:** Carey Ann Haight – County Attorney’s Office, Trista Besich – Community Health Care Center, Alex Dachs – Planning Division, Tanya Houston – City-County Health Department, Sandor Hopkins – Planning Division, Brian Clifton - Bonnie Fogerty – Board of Commissioners, and Frank Warren – Clerk and Recorder’s.

**Public:** Traci Rosenbaum, Jenn Rowell, Clayton Clanin, Karen Carlson, Leanna Coulter, Glen Coulter, Erin Tropila, Jo Walden, Rusty Walden, Judson Burrows, Mike Mikulski, Marie May, Monte Thompson, Stacy Hermiller, George Nikolakakos, Louie Hermiller, Christie Slaughter, Alan Christensen, David Gliko, Mark Hawn, Sherry Lynn Dow, Charlene Moug, Carolyn Craven, Duane Elverud, Robbie Regennitter, Ryan Villines, Kelly Olson, Jamie Freeman – Bonilla, Gregory Bonilla, Carole Paske, Susan O’Leary

**Call to Order:** Madame Chair Weber called the special meeting to order at **09:32**

**Reading of the Commissioners’ calendar:** Bonnie Fogerty read the calendar. **00:51**

**Purchase orders and accounts payable checks:** Commissioner Briggs made a **MOTION** to approve invoices and accounts payable checks. *See agenda for payment information.* **05:13**

**Motion carries 3-0**

**Consent agenda:** Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

**Approval of the Minutes and Consent Agenda Items:** Commissioner Larson made a **MOTION** to (A) Approve minute entries for March 27<sup>th</sup>, 2018 and April 4<sup>th</sup>, 2018. **05:57**

(B) Approval of Routine Contracts as Follows:

**Consent Agenda**

♦ **Resolution 18-39:** Budget Appropriation to increase revenue budget authority for interest earned and for loan repayment transfer in the Fox Farm RSID. Total Amount: \$59,900.00. **(R0353609)**

**06:32**

♦ **Resolution 18-40:** A resolution to establish the Montana ExpoPark Grandstand Fund #4125 for capital improvements to the ExpoPark Grandstand Capital Building Replacement. **(R0353610)**

**07:00**

♦ **Resolution 18-41:** Budget Appropriation within the ExpoPark Grandstand Capital Building replacement fund to establish budget authority for architectural work for the ExpoPark Grandstand

Capital Building replacement. Funding will be transferred from the General Fund. Total Amount: \$10,000.00. (Ref: Resolution 18-40) **(R0353611)**

07:14

- ♦ **Contract 18-68:** Cascade County Copper Roof Replacement CTEP Project -Change Order #4 for time and materials to remove and replace wood sheathing at the scrolled base of the dome to the statue.

Amount: \$17,895.09. (Ref: Contract 16-77, R0323867) **(R0353601)**

07:42

- ♦ **Contract 18-72:** Agreement by and between Cascade County and Montana Waste Systems, Inc. Purpose: Cascade County desires to obtain disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction. Effective Date: October 1, 2017 (5-year term, renewable). 2018 Base Rate: \$27.47 per ton, for the first year of this agreement. **(R0353602)**

08:13

- ♦ **Contract 18-73:** Montana Department of Transportation and Cascade County Maintenance Agreement, Joe's Trail, US HWY 91. This agreement articulates Cascade County's duties and responsibilities with regard to the care, maintenance & repair of Joe's Trail as required by the State Department of Transportation. **(Not Recorded at This Time)**

08:50

- ♦ **Contract 18-74:** MT DPHHS Service Provider Designation Form. Cascade County designates 100% of allocated earmarked alcohol tax monies to Gateway Community Services for the provision of chemical dependency treatment and prevention services in Cascade County. Effective FY 2018/2019: July 1, 2018- June 30, 2019. **(R0353603)**

09:17

- ♦ **Contract 18-75:** Revised Maintenance Agreement between Cascade County and Joe's Trail, Inc., for maintenance of Joe's Trail, Cascade County, Montana. Cascade County will assume all maintenance responsibilities for Joe's Trail Inc. Joe's Trail will transfer \$20,000 held in trust to Cascade County for maintenance. (Ref: R0009049, R0106547 & Contract 11-151, R0245060) **(R0353653)**

09:54

**NOTE: Moved to Regular Agenda**

### **City-County Health Department**

- ♦ **Resolution 18-34:** Budget Appropriation increasing the revenues and expenditures for the Healthy Montana Families, Parents as Teachers program by \$34,013 through June 30, 2018.

(Ref: Contract 17-04, R0335612 & 16-232, R0333742) **(R0353604)**

10:01

### **Community Health Care Center**

- ♦ **Resolution 18-35:** Budget Appropriation increasing the revenues and expenditures for the School-Based Health Center Services program by \$14,250 through June 30, 2018. (Ref: Contract 18-45, R0335612 & 18-55, R0352349) **(R0353605)**

10:44

- ♦ **Contract 18-67:** Agreement by and between Community Health Care Center and Speaking Socially Media, LLC. Purpose: To perform advertising/website development services for the Community Health Care Center. Effective: Date of signing. Cost: \$4,000.00. **(R0353600)**

11:24

**Motion carries 3-0**

## Regular Agenda

<p><b>ADD-ON MOVED FROM CONSENT AGENDA</b></p>	<p><b>Motion to Approve or Disapprove:</b>  <u><b>Contract 18-75:</b></u> Revised Maintenance Agreement between Cascade County and Joe's Trail, Inc., for maintenance of Joe's Trail, Cascade County, Montana. Cascade County will assume all maintenance responsibilities for Joe's Trail Inc. Joe's Trail will transfer \$20,000 held in trust to Cascade County for maintenance. (Ref: R0009049, R0106547 &amp; Contract 11-151, R0245060) <b>(R0353653)</b>  12:14</p> <p>Commissioner Briggs made a <b>MOTION</b> to approve <b>Contract 18-75</b> the revised Maintenance Agreement between Cascade County and Joe's Trail, Inc., for maintenance of Joe's Trail, Cascade County, Montana.  <b>Motion carries 3-0</b></p>
<p><b>1.</b></p>	<p><b>Motion to Approve or Disapprove:</b>  <u><b>Board Appointment:</b></u> Zoning Board of Adjustment (1) Term Expiration: December 31, 2019  17:27</p> <p>Commissioner Larson made a <b>MOTION</b> to vacate all applications received to date for the ZBOA vacancy and readvertise the ZBOA vacancy without any conditions.  <b>Motion carries 2-0</b>  <b>Commissioner Weber and Commissioner Larson – Aye</b>  <b>Commissioner Briggs – Nay</b></p>
<p><b>2.</b></p>	<p><b>Motion to Approve or Disapprove:</b>  <u><b>Contract 18-69:</b></u> Standard Short Form of Agreement Between Cascade County and Nelson Architects, LLC. Purpose: Architectural Services for the Interior Remodel of Executive Plaza. Effective Date: March 19, 2018. Cost: \$ 337,000.00. <b>(R0353749)</b>  29:49</p> <p>Commissioner Briggs made a <b>MOTION</b> to approve <b>Contract 18-69</b> the standard Short Form of Agreement Between Cascade County and Nelson Architects, LLC. Purpose: Architectural Services for the Interior Remodel of Executive Plaza. Effective Date: March 19, 2018. Cost: \$ 337,000.00.  <b>Motion carries 2-0</b>  <b>Commissioner Weber &amp; Commissioner Briggs – Aye</b>  <b>Commissioner Larson - Nay</b></p>
<p><b>3.</b></p>	<p><b>Motion to Approve or Disapprove:</b>  <u><b>Contract 18-70:</b></u> Standard Short Form of Agreement Between Cascade County and CTA, Inc. Purpose: Architectural Services for the Remodel of the Community Health Care Clinic Dental Exam Suites. Effective Date: February 28, 2018. Cost: \$ 15,000.00. <b>(R0353677)</b>  35:32</p> <p>Commissioner Larson made a <b>MOTION</b> to approve <b>Contract 18-70</b> the standard Short Form of Agreement Between Cascade County and CTA, Inc. Purpose: Architectural Services for the Remodel of the Community Health Care Clinic Dental Exam Suites. Effective Date: February 28, 2018. Cost: \$ 15,000.00.  <b>Motion carries 3-0</b></p>
<p><b>4.</b></p>	<p><b>Motion to Approve or Disapprove:</b>  <u><b>Contract 18-71:</b></u> Standard Short Form of Agreement Between Cascade County and Nelson</p>

	<p>Architects, LLC. Purpose: Architectural Services for the proposed replacement of Grandstand Bleachers at ExpoPark. Effective Date: March 27, 2018. Cost: \$ 18,980.00. <b>(R0353652)</b>  <b>45:00</b></p> <p>Commissioner Briggs made a <b>MOTION</b> to approve <b>Contract 18-71</b> the standard Short Form of Agreement Between Cascade County and Nelson Architects, LLC. Purpose: Architectural Services for the proposed replacement of Grandstand Bleachers at ExpoPark. Effective Date: March 27, 2018. Cost: \$ 18,980.00.  <b>Motion carries 3-0</b></p>
5.	<p><b>Motion to Approve or Disapprove:</b>  <b>Resolution 18-36:</b> Final Resolution to Rezone Parcel #0002712775, Lot A1 of Paul's Plat from "I-1", Light Industrial to "I-2" Heavy Industrial. Location: Section 33, Township 21N, Range 4E, P.M.M., Cascade County, MT. <i>Initiated By: John Paul.</i> <b>(R0353606)</b>  <b>1:00:00</b></p> <p>Commissioner Larson made a <b>MOTION</b> to approve <b>Resolution 18-36</b> the Final Resolution to Rezone Parcel #0002712775, Lot A1 of Paul's Plat from "I-1", Light Industrial to "I-2" Heavy Industrial. Location: Section 33, Township 21N, Range 4E, P.M.M., Cascade County, MT. <i>Initiated By: John Paul</i>  <b>Motion carries 2-0</b>  <b>Commissioner Briggs &amp; Commissioner Larson – Aye</b>  <b>Commissioner Weber - Nay</b></p>
6.	<p><b>Motion to Approve or Disapprove:</b>  <b>Resolution 18-37:</b> Application for Building for Lease or Rent.  Parcel #0002607900, 3 Storage Buildings (1 with 31 units, 2 &amp; 3 with 47 units each.)  <i>Initiated By: Dan Bowman, Black Eagle Storage, LLC.</i> <b>(R0353607)</b>  <b>1:11:28</b></p> <p>Commissioner Briggs made a <b>MOTION</b> to approve <b>Resolution 18-37</b> the application for Building for Lease or Rent. Parcel #0002607900, 3 Storage Buildings (1 with 31 units, 2 &amp; 3 with 47 units each.)  <i>Initiated By: Dan Bowman, Black Eagle Storage, LLC.</i>  <b>Motion carries 3-0</b></p>
7.	<p><b>Public Hearing - Petition to Abandon a County Road</b></p> <p><b>Recess the Commission Meeting:</b>  Madam Chair Weber recessed the Commission Meeting at <b>10:49 a.m.</b></p> <p><b>Public Hearing:</b>  Madam Chair Weber opened the public hearing at <b>10:49 a.m.</b></p> <p><b>Reading of the Public Notice:</b>  The reading of the public notice was waived without objections and made part of the public record (see exhibit "A"). <b>1:16:59</b></p> <p><b>Staff Presentation:</b> Sandor Hopkins, Cascade County Planner, presented this item by reading the staff report which can be found within Action Agenda Report # 7 dated April 10, 2018. <b>1:17:40</b></p> <p><b>Call for Applicant:</b>  Madam Chair Weber called for the Applicant. <b>1:24:19</b></p> <p><b>Mark Hawn- 5890 US Hwy 89 – Belt, MT – 1:24:37</b></p> <p><b>Call for Proponents:</b>  Madam Chair Weber called for Proponents. <b>1:28:23</b></p> <p><b>David Gliko – 7128 US Hwy 89 – Belt, MT – 1:28:35</b></p> <p><b>Ryan Villines – 3024 5<sup>th</sup> Ave S – Great Falls, MT – 1:41:56</b></p> <p><b>Call for Opponents:</b>  Madam Chair Weber called for Opponents. <b>1:46:37</b></p> <p><b>David Gliko – 7128 US Hwy 89 – Belt, MT – 1:46:55 – NOTE: Would only be opponent if liability issues can't be resolved.</b></p>

**Informational Witnesses:**

Madam Chair Weber called for informational witnesses in which there were no further comments. **1:47:29**

**Close to Public Hearing:**

Madam Chair Weber closed the Public Hearing at **11:20 a.m.**

**Reopen the Commission Meeting:**

Madam Chair Weber opened the Commission Meeting at **11:20 a.m.**

**Motion to Approve or Disapprove:**

**Resolution 18-38:** Abandon that portion of Armington Road lying between Peacemaker Ridge Road and the recreational/emergency secondary access unofficially known as Clubhouse Drive. Sections 12 & 13, Township 18 North, Range 06 East P.M.M., Cascade County, MT. *Initiated By: Trophy Property Developers, Inc. (R0353608)*

Commissioner Briggs made a **MOTION** to approve **Resolution 18-38** to abandon that portion of Armington Road lying between Peacemaker Ridge Road and the recreational/emergency secondary access unofficially known as Clubhouse Drive. Sections 12 & 13, Township 18 North, Range 06 East P.M.M., Cascade County, MT.

**Motion carries – 3-0**

**Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)**

**1:54:21**

**Ryan Villines – 3024 5<sup>th</sup> Ave S – Great Falls, MT – 1:54:41**

**Sherry Lynn Dow – 1433 Eden Road – Great Falls, MT – 2:00:23 (see exhibit “B”)**

**Adjournment:** Madam Chair Weber adjourned this Commission Meeting at **11:37 a.m.**

<b>CASCADE COUNTY WORK SESSION MINUTES</b>
<b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b>
<b>APRIL 18, 2018 – 2:00 P.M.</b>

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at <a href="http://cascadecountymt.gov">cascadecountymt.gov</a> and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). <b>Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.</b> This written record was officially approved on April 24, 2018.		<b>COMMISSION MINUTES JOURNAL # 58</b>
<b>Board of Cascade County Commissioners:</b> Madam Chair Jane Weber, Commissioner Joe Briggs, Commissioner Jim Larson		
<b>Staff Present:</b> Carey Ann Haight – County Attorney’s Office, Brian Clifton – Public Works, Bonnie Fogerty – Commissioner’s Office, Frank Warren – Clerk and Recorder’s Office.		
<b>Public Members Present:</b> Bill Zucconi		
<b>Madam Chair Weber opened the work session meeting at 2:02 pm</b>		
<b>Consent Agenda Items:</b>	<b>Department:</b>	
<b>Resolution 18-42:</b> Budget Appropriation establishing budget authority for the initial allocation of the Bridge and Road Safety and Accountability (BARSAA) program established by House Bill 473. Effective: July 1, 2017. Cascade County Allocation Amount: \$72,755.82. <b>00:05</b>	<b>Budget/Grants</b>	
<b>Resolution 18-43:</b> Budget Appropriation increasing budget authority for Earmarked Alcohol Tax funds to recognize the FY 2017 Final Payment. Amount: \$33,616. <b>02:31</b>	<b>Budget/Grants</b>	
<b>Contract 18-76:</b> Memorandum of Understanding and Project Funding and Maintenance Agreement by and between Montana Department of Transportation, Cascade County and the City of Great Falls. Project: Stuckey Road Reconstruction UPN 9532000, CMGF 5299(133). County Funds (24% of Match): \$30,556. <b>05:07</b>	<b>Public Works</b>	
<b>Contract 18-77:</b> MT DPHHS Amendment Number Two to Contract #18027210050 Commodity Supplemental Food Program with Cascade County to allocate additional funding through March 23, 2018. Additional Funding: \$4,650.00 <i>(Ref: 17-202, R0350088)</i> <b>08:22</b>	<b>Aging</b>	

**Additional Items added to the Consent Agenda: 09:17**

- 1) **Contract 18-79 – Department of Defense Operations & Maintenance Program MT DAR 2019(1), Defense Access Roads FY2019. Presented by Brian Clifton – Public Works. 09:44**

**Regular Agenda:**

- #1 Contract 18-78:** Award: 40<sup>th</sup> Avenue South Asphalt Overlay Project  
 United Materials - Bid Proposal Cost: \$199,594. **11:18**

<b>CASCADE COUNTY WORK SESSION MINUTES</b>
<b>COMMISSION CHAMBERS COURTHOUSE ANNEX</b>
<b>APRIL 18, 2018 – 2:00 P.M.</b>

**Additional Items added to the Regular Agenda:** None

**Public Comment:**

On any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-10). **None**

**Adjournment:** Madam Chair Weber closed the work session meeting at **2:17 p.m.**



**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET**

**APPROPRIATION WITHIN CASCADE COUNTY**

**BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY (BARSAA) PROGRAM**

**RESOLUTION 18-42**

**WHEREAS**, the State of Montana increased Fuel Tax specifically for the Bridge and Road Safety and Accountability (BARSAA) Program via House Bill 473 effective July 1, 2017 providing additional funding for county roads and bridges; and

**WHEREAS**, Cascade County's allocation for the Fiscal Year 2018 is \$72,755.82 for which the County submitted an eligible project and requested distribution of their allocation for payment; and

**WHEREAS**, a budget amendment is necessary to appropriate revenues and expenditures in the amount of \$72,756 to recognize the BARSAA distribution received towards the eligible road project; and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 24th Day of April, 2018.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

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JANE WEBER, CHAIRMAN

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JOE BRIGGS, COMMISSIONER

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JAMES L. LARSON, COMMISSIONER

ATTEST:

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CLERK & RECORDER/AUDITOR

mke

Attachment A

To: Cascade County Board of Commissioners

CFDA #

Contract #

Responsible Department: Public Works

Prepared by: Gayle Fellows

Please approve the following budget changes:

Increase Raw Materials line item and revenue to match funds received for the Restricted Gas Tax allocation.

Changes authorized by:

Department Head Signature or  
Elected Official Signature

Date \_\_\_\_\_

4/11/2018

Brian K. Clifton

---

Print Name \_\_\_\_\_

JAMES D. EKBERG

Mary Embleton, Budget Officer

Date \_\_\_\_\_

4/13/18



# Budget Performance Report

Fiscal Year to Date 04/11/18  
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2821 - VI Restricted Gas Tax										
REVENUE										
Department 000 - Revenue										
<b>33</b>										
33.5041	Gas Tax- Spec. Road Alloc. Program	.00	.00	.00	.00	.00	72,755.82	(72,755.82)	+++	.00
	<b>33 - Totals</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,755.82	(\$72,755.82)	+++	\$0.00
	Department 000 - Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,755.82	(\$72,755.82)	+++	\$0.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,755.82	(\$72,755.82)	+++	\$0.00
Fund 2821 - VI Restricted Gas Tax Totals										
	REVENUE TOTALS	.00	.00	.00	.00	.00	72,755.82	(72,755.82)	+++	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 2821 - VI Restricted Gas Tax Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,755.82	(\$72,755.82)		\$0.00
	Grand Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	72,755.82	(72,755.82)	+++	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,755.82	(\$72,755.82)		\$0.00



**VISION ZERO**

zero deaths  
zero serious injuries

Montana Department of Transportation

2701 Prospect  
PO Box 201001  
Helena MT 59620-1001

Michael T. Tooley, Director  
Steve Bullock, Governor

New BARS  
Fund # 2821  
Revenue 335041

Cascade County Commissioners  
RECEIVED

FEB 08 2018

February 2, 2018

County Commissioners  
Cascade County  
325 2nd Avenue North - Courthouse Annex - Room 111  
Great Falls, MT 59401

Cl. for

Atty f

Subject: Bridge and Road Safety and Accountability Program (BaRSAA)/HB 473 Fuel Tax Allocation

MDT is pleased to notify you of your new fuel tax allocation provided by the 2017 legislature thru the Bridge and Road Safety and Accountability Act (BaRSAA) Program (House Bill 473). The new user fee was effective on July 1, 2017.

As provided for in MCA 15-70-130, by March 1 of each year the Montana Department of Transportation (MDT) must allocate BaRSAA funds to each city, town, county and consolidated city-county government in Montana. BaRSAA program funds are in addition to the existing fuel tax distributions provided for in MCA 15-70-101 and 7-14-102(2).

BaRSAA funds are allocated in the same proportion and using the same ratios provided for in MCA 15-70-101(2)(b), (2)(c), and (3). Allocations are calculated based upon the statutory formula. Road mileage reflects each city and county's locally certified mileage received by MDT this past year and the population estimates are based on the 2016 US Census Bureau's population estimates. The allocation available for your local government to request beginning March 1 is summarized below:

Local Government	2018 BaRSAA Allocation
Cascade County	\$72,755.82

Beginning March 1, 2018, local governments may request distribution of their allocation from MDT. Local governments must match each \$20 requested for distribution with at least \$1 of local government budgeted matching funds. Reservation requests can be made between September 1<sup>st</sup> and November 1<sup>st</sup>. Distribution and reservation requests must be made using the WebGrants online application system. This system will allow for electronic entry of the information necessary for the distribution and/or reservation of funds to local governments.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET  
APPROPRIATION WITHIN CASCADE COUNTY  
ALCOHOL REHABILITATION FUND**

**RESOLUTION 18-43**

**WHEREAS**, Cascade County receives Earmarked Alcohol Tax funds made in accordance with Section 53-24-206 (3)(b), MCA (HB 844) in three payments during the fiscal year with an additional payment of excess funds received from the prior fiscal year; and

**WHEREAS**, Cascade County budgets for the three payments as allocated by the State, but the fourth payment can vary from year to year, and is therefore not budgeted; and

**WHEREAS**, a budget amendment is necessary to appropriate revenues and expenditures in the amount of \$33,616 to recognize the Alcohol Earmarked Tax FY 2017 Final Payment; and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 24th Day of April, 2018.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
JANE WEBER, CHAIRMAN

\_\_\_\_\_  
JOE BRIGGS, COMMISSIONER

\_\_\_\_\_  
JAMES L. LARSON, COMMISSIONER

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke

Attachment A

To: Cascade County Board of Commissioners

Please approve the following budget changes:

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Print Name \_\_\_\_\_



# Budget Performance Report

Fiscal Year to Date 04/13/18

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2800 - Alcohol Rehabilitation										
REVENUE										
Department 000 - Revenue										
<b>33</b>										
33.5010	Liquor Tax Apportionment	108,951.00	.00	108,951.00	.00	.00	142,567.00	(33,616.00)	131	136,883.00
<b>33 - Totals</b>		<b>\$108,951.00</b>	<b>\$0.00</b>	<b>\$108,951.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$142,567.00</b>	<b>(\$33,616.00)</b>	<b>131%</b>	<b>\$136,883.00</b>
Department 000 - Revenue Totals		\$108,951.00	\$0.00	\$108,951.00	\$0.00	\$0.00	\$142,567.00	(\$33,616.00)	131%	\$136,883.00
REVENUE TOTALS		\$108,951.00	\$0.00	\$108,951.00	\$0.00	\$0.00	\$142,567.00	(\$33,616.00)	131%	\$136,883.00
EXPENSE										
Department 277 - Alcohol Project										
Function D0500 - Alcohol Abuse										
<b>800</b>										
800.800	Intergov. Support Service	108,951.00	.00	108,951.00	36,317.00	.00	142,567.00	(33,616.00)	131	136,883.00
<b>800 - Totals</b>		<b>\$108,951.00</b>	<b>\$0.00</b>	<b>\$108,951.00</b>	<b>\$36,317.00</b>	<b>\$0.00</b>	<b>\$142,567.00</b>	<b>(\$33,616.00)</b>	<b>131%</b>	<b>\$136,883.00</b>
Function D0500 - Alcohol Abuse Totals		\$108,951.00	\$0.00	\$108,951.00	\$36,317.00	\$0.00	\$142,567.00	(\$33,616.00)	131%	\$136,883.00
Department 277 - Alcohol Project Totals		\$108,951.00	\$0.00	\$108,951.00	\$36,317.00	\$0.00	\$142,567.00	(\$33,616.00)	131%	\$136,883.00
EXPENSE TOTALS		\$108,951.00	\$0.00	\$108,951.00	\$36,317.00	\$0.00	\$142,567.00	(\$33,616.00)	131%	\$136,883.00
Fund 2800 - Alcohol Rehabilitation Totals										
REVENUE TOTALS		108,951.00	.00	108,951.00	.00	.00	142,567.00	(33,616.00)	131%	136,883.00
EXPENSE TOTALS		108,951.00	.00	108,951.00	36,317.00	.00	142,567.00	(33,616.00)	131%	136,883.00
Fund 2800 - Alcohol Rehabilitation Totals		\$0.00	\$0.00	\$0.00	(\$36,317.00)	\$0.00	\$0.00	\$0.00		\$0.00
Grand Totals										
REVENUE TOTALS		108,951.00	.00	108,951.00	.00	.00	142,567.00	(33,616.00)	131%	136,883.00
EXPENSE TOTALS		108,951.00	.00	108,951.00	36,317.00	.00	142,567.00	(33,616.00)	131%	136,883.00
Grand Totals		\$0.00	\$0.00	\$0.00	(\$36,317.00)	\$0.00	\$0.00	\$0.00		\$0.00



# Detail General Ledger Report

G/L Date Range 07/01/15 - 04/30/18

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
2800-000 33.5010 Liquor Tax Apportionment									
G/L Account Number	2016-00000284	JE	RA	Receipt Deposit Batch Post	Collections			Balance To Date:	\$0.00
07/31/2015								24,211.00	(24,211.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2016-00000297	2016-00000046	STATE OF MT CHECK DEPOSIT 7/31/2015			GRANTS	07/31/2015		24,211.00	(24,211.00)
Total							\$24,211.00		(\$24,211.00)
Month July 2015 Totals							\$0.00	\$24,211.00	(\$24,211.00)
11/16/2015	2016-00001785	JE	RA	Receipt Deposit Batch Post	Collections			36,317.00	(60,528.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2016-00001243	2016-00000204	11/10/15 Alcohol Treatment Program			Commissioners Office	11/16/2015		36,317.00	(36,317.00)
Total							\$36,317.00		(\$36,317.00)
Month November 2015 Totals							\$0.00	\$36,317.00	(\$60,528.00)
12/23/2015	2016-00002347	JE	RA	REVENUE DEPOSIT BATCH	Collections			63,655.00	(124,183.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2016-00001574	2016-00000256	12/17/15 Commissioners Office Alcohol Earmarked Tax Final Payment FY15			Commissioners Office	12/23/2015		63,655.00	(63,655.00)
Total							\$63,655.00		(\$63,655.00)
Month December 2015 Totals							\$0.00	\$63,655.00	(\$124,183.00)
03/29/2016	2016-00003778	JE	RA	DEPOSIT BATCH	Collections			36,317.00	(160,500.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2016-00002428	2016-00000389	3/17/16 Commissioners Office Alcohol Embarked Tax FY16			Commissioners Office	03/29/2016		36,317.00	(36,317.00)
Total							\$36,317.00		(\$36,317.00)
Month March 2016 Totals							\$0.00	\$36,317.00	(\$160,500.00)
08/04/2016	2017-00000358	JE	RA	REVENUE DEPOSIT BATCH	Collections			36,317.00	(196,817.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2017-00000292	2017-00000047	8/03/16 Commissioners Alcohol Earmarked Tax SFY 16 Payment 3 of 3			Commissioners	08/04/2016		36,317.00	(36,317.00)
Total							\$36,317.00		(\$36,317.00)
Month August 2016 Totals							\$0.00	\$36,317.00	(\$196,817.00)
11/18/2016	2017-00001895	JE	RA	Receipt Deposit Batch	Collections			36,317.00	(233,134.00)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2017-00001235	2017-00000212	11/16/16 Alcohol Earmarked Tax SFY17 Payment 1 of 3			Budget Office	11/18/2016		36,317.00	(36,317.00)
Total							\$36,317.00		(\$36,317.00)
Month November 2016 Totals							\$0.00	\$36,317.00	(\$233,134.00)





# Detail General Ledger Report

G/L Date Range 07/01/15 - 04/30/18

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 2800-000 33.5010 Liquor Tax Apportionment									
01/19/2017	2017-00002756	JE	RA	Receipt Deposit Batch	Collections			Balance To Date: 27,932.00	\$0.00
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2017-00001726	2017-00000293	011117 Budget Office Alcohol Earmarked Tax FY16 Final Payment			Budget Office	01/19/2017		27,932.00	(27,932.00)
Total								\$27,932.00	(\$27,932.00)
Month January 2017 Totals							\$0.00	\$27,932.00	(\$261,066.00)
03/17/2017	2017-00003678	JE	RA	Receipt Deposit Batch	Collections			36,317.00	(297,383.00)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2017-00002249	2017-00000373	031317 Budget Office 2of3 Estimated Alcohol Earmarked Tax SFY17 Payment			Budget Office	03/17/2017		36,317.00	(36,317.00)
Total								\$36,317.00	(\$36,317.00)
Month March 2017 Totals							\$0.00	\$36,317.00	(\$297,383.00)
08/10/2017	2018-00000524	JE	RA	Receipt Deposit Batch	Collections			36,317.00	(333,700.00)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2018-00000356	2018-00000055	080717 Budget Office Alcohol Earmarked Tax SFY17 Payment			Budget Office	08/10/2017		36,317.00	(36,317.00)
Total								\$36,317.00	(\$36,317.00)
Month August 2017 Totals							\$0.00	\$36,317.00	(\$333,700.00)
11/17/2017	2018-00002253	JE	RA	Receipt Deposit Batch	Collections			36,317.00	(370,017.00)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2018-00001106	2018-00000191	111717 Budget Office Estimated Alcohol Earmarked Tax SFY 18 Payment			Budget Office	11/17/2017		36,317.00	(36,317.00)
Total								\$36,317.00	(\$36,317.00)
Month November 2017 Totals							\$0.00	\$36,317.00	(\$370,017.00)
12/28/2017	2018-00003149	JE	RA	Receipt Deposit Batch	Collections			33,616.00	(403,633.00)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2018-00001414	2018-00000252	122617 Budget Office Alcohol Earmarked Tax FY17 Final Payment			Budget Office	12/28/2017		33,616.00	(33,616.00)
Total								\$33,616.00	(\$33,616.00)
Month December 2017 Totals							\$0.00	\$33,616.00	(\$403,633.00)
03/28/2018	2018-00004838	JE	RA	Receipt Deposit Batch	Collections			36,317.00	(439,950.00)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2018-00002143	2018-00000374	031618 Budget Office Alcohol Earmarked Tax FY18 2nd Payment			Budget Office	03/28/2018		36,317.00	(36,317.00)
Total								\$36,317.00	(\$36,317.00)
Month March 2018 Totals							\$0.00	\$36,317.00	(\$439,950.00)
Account Liquor Tax Apportionment Totals							\$0.00	\$439,950.00	(\$439,950.00)



## Detail General Ledger Report

G/L Date Range 07/01/15 - 04/30/18

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
					Department	Revenue Totals	\$0.00	\$439,950.00	
					Fund	Alcohol Rehabilitation Totals	\$0.00	\$439,950.00	
						Grand Totals	\$0.00	\$439,950.00	

April 24, 2018

Contract 18-76

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM:</b>	<b>Contract 18-76: Award of MOU/Funding Agreement for Stuckey Road Reconstruction</b>
<b>INITIATED AND PRESENTED BY:</b>	<b>Brian K. Clifton, Public Works Director</b>
<b>ACTION REQUESTED:</b>	<b>Approval of Contract</b>

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**BACKGROUND:**

Montana Department of Transportation (MDT) plans to reconstruct 2250 feet of Stuckey Road, Project CMGF 5299(133) from RP 0 to approximately RP 0.426, using Federal Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds (86.58%) and matching funds (13.42%) from the City of Great Falls and Cascade County, no earlier than FY2021. This project will require a Memorandum of Understanding (MOU) between the parties listed above. Cascade County is responsible for 540 feet of the 2250-foot project which results in a projected cost to the county of \$30,556.00 of the \$948,708.00 total estimated project cost. Project Cost Estimate is attached.

**RECOMMENDATION:** Cascade County Staff, after reviewing the MOU paperwork from MDT, recommends that the Board of County Commissioners sign the MOU between MDT, City of Great Falls and Cascade County to reconstruct 2250 feet of Stuckey Road.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission approve Contract 18-76, MOU between MDT, City of Great Falls and Cascade County for the reconstruction of 2250 feet of Stuckey Road, for a projected cost to Cascade County of \$30,556.00 and instruct staff to complete the contracting process.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission disapprove Contract 18-76, MOU between MDT, City of Great Falls and Cascade County for the reconstruction of 2250 feet of Stuckey Road.

MEMORANDUM OF UNDERSTANDINGANDPROJECT FUNDING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called "MDT" or the "State", Cascade County or the "County" and the City of Great Falls, hereinafter called the "City", together, referred to as "the Parties".

## WITNESSETH THAT:

WHEREAS, the Parties are desirous of having Stuckey Road (L-7-77) reconstructed from RP 0 to approximately RP 0.426 and,

WHEREAS, it appears that by Fiscal Year 2021 or beyond, sufficient Federal and State highway construction funds will be available to construct UPN 9532000, CMGF 5299(133), Stuckey Road-Great Falls, hereinafter called the "Project"; and,

WHEREAS, the estimated cost of the Project's development as noted in Table 1 of this agreement will be financed by the State using Federal CMAQ funds and matching funds provided by the County and City; and,

WHEREAS, the Parties are desirous of seeing that Stuckey Road is maintained in good repair after the reconstruction is accomplished.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties agree:

1. The State agrees to proceed with the development of Project CMGF 5299(133) to reconstruct Stuckey Road.

The year 2021 or beyond is considered to be the best estimate to let the project to contract. The actual letting date will depend upon plan development, the magnitude of issues arising during project development, right-of-way acquisition if needed, and availability of funds.

This is not a commitment by the State to build Stuckey Road -Great Falls, as the "no build" alternate must be considered a viable alternate at every stage of development. It is a commitment by the State to proceed with the development of the project as long as it is desired by all parties, and necessary allocations of State and federal-aid funds are available.

2. The City and County agree to examine their long-range plans for water service and sanitary sewer condition and needs. Prior to plan completion, they further agree to identify water and sewer service needs to all areas that will, at any time in the foreseeable future, be serviced from beneath the project. The City and County agree to inventory and advise MDT of the condition of all water service lines. Prior to or during project construction, the City and County agree to replace water lines or sanitary sewer facilities that are located under the proposed project that are in such a condition that they may require replacement within twenty years after the estimated completion date of the proposed project. The City and County agree to ensure that any City or County construction work within the project limits is

completed prior to the letting of the project, or that provisions are made to coordinate the construction with the project. The City and County agree to pay for all City-owned or County-owned facilities installed by the MDT contractor during construction of the project, unless the facilities are in conflict with the project construction. For facilities that must be moved because of conflicts with the proposed project, MDT will prepare a utility agreement and will pay its proportional share of the cost as determined by state law.

3. The City and County agree to advise the utility companies responsible for water, power, gas, phone, etc. of the future plans for the area and to encourage them to make provisions for any underground utility additions, adjustments, or replacements anticipated within twenty years after the estimated completion date of the proposed project.

4. Section 17-1-106. MCA requires any state agency, including MDT, that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct Project costs. MDT's indirect cost rate is determined annually as a percentage of the Project's direct costs to cover the Project's share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 10.96% for fiscal year 2018 (July 1, 2017 to June 30, 2018).

For this project, MDT billings to the City of Great Falls and Cascade County will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the City and County. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.

5. The City and County will be billed in advance for their local matching funds and associated indirect costs. Separate billings will be made for the Project's preliminary engineering phase and the subsequent construction/construction engineering phase. The billing for the PE phase will be sent within 30 days of this Agreement being signed. The billing for the CN/CE phase will be sent no more than sixty (60) days prior to the Project bid opening. The billing amount for CN/CE will be updated with the most current cost estimates at time of billing.

The contact for billing and accounting for the City is:

David Dobbs, City Engineer  
Public Works Complex, City of Great Falls  
1005 25th Avenue NE, Great Falls, MT 59403

The contact for billing and accounting for the County is:

Brian Clifton, Director  
Public Works, Cascade County  
415 3rd St NW  
Great Falls, MT 59404

6. The City and County will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

Montana Department of Transportation  
Attention: Collections  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001

7. The Parties understand that it is possible that the estimated cost of the Project may be exceeded once the Project has begun. For the PE and CE phases, the State agrees to cover cost overruns using Federal CMGF funds, provided, the City and County agree to pay the 13.42% local matching share and associated indirect costs for the overruns. For the CN phase, the State agrees to award the Project using Federal CMGF funds, provided, the lowest responsive bid does not exceed the allowable overrun percentage listed in Table 2. The City and County agree to pay the requisite 13.42% local matching share and associated indirect costs up to the allowable overrun percentage. The State will contact the City and County if the lowest responsive bid exceeds the allowable overrun percentage listed in Table 2 to determine a funding solution agreeable to all Parties. If all Parties agree to recommend awarding the contract, MDT will fund the overrun using Federal funds and the City and County agree to pay the additional 13.42% local matching funds and the associated indirect costs for the overruns.

If all Parties don't agree to fund the overrun, the State will recommend the Commission not award the Project. The State will work with the City and County to identify scope changes to bring the Project into a fundable level and re-advertise for letting. If scope changes cannot be agreed to by all Parties, then the Project may either be re-advertised, and all Parties agree to fully fund it in accordance with this agreement or the Project may be withdrawn, and the City and County agree to reimburse the State for all Federal funds expended to date.

The State's Project Manager will inform the City's and County's point of contact beforehand, and as early as possible, of anything that appears will result in a cost increase and will discuss the need for any possible additional costs, alternative designs, or a reduction in the Project's scope with the City and County and will consider the City and County comments and concerns for that additional cost or alteration in scope or design. None of this will prevent, delay, or excuse the City and County from paying for any additional costs deemed necessary by State.

8. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the City or County are billed for additional funds, MDT will not participate in any future funding agreement with the City or County until full payment, including interest, is received from the City or County.

9. Upon completion of the Project by the State and its contractor, the City and County, at their sole expense, agrees that it will service, maintain, repair and pay the cost of operating the Project described



in this agreement. The City and County agree that they are responsible to service, maintain, repair and operate the Project to ensure that it does not negatively impact the safety of the traveling public.

10. The City will operate and maintain the current and future Storm Drain System including the collectors, laterals, inlets and outfall facilities in accordance with the existing agreement (Memorandum of Agreement and Understanding dated December 6, 1991) between the City and State for maintaining such facilities.

11. Storm Water Management – If the project is anticipated to disturb one acre or more, then the following applies.

(1) Construction Storm Water General Permit.

(a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The Department will provide the City and County with the Storm Water Pollution Prevention Plan (SWPPP) package for the City's and County's review. Within ten (10) days of receiving the package, the City and County will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Party's approval of site conditions and contractor records, the Department will provide the City and County a Permit Transfer Notification (PTN) form. The City and County will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).

(b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City and County will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

(c) The City and County agree to pay annual fees associated with permit coverage until termination.

12. The City and County agree that they will defend, protect, indemnify, and hold the State, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's or County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City and County, or their agents, or subcontractors, under this Agreement, except the negligence of the State under this Agreement.

The State agrees that it will protect, defend, indemnify, and hold the City and County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense

and reasonable attorney fees) arising in favor of or asserted by the State's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the State, or their agents, or subcontractors, under this Agreement, except the negligence of the City and County under this Agreement.

13. Choice of Law and Venue – In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.

14. Insurance – The City and County shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City or County and their agents, employees, representative, assigns or subcontractors. This City's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to the facility and its location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the City's insurance and shall not contribute with it. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

a) Commercial General Liability Insurance: The City and County shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or County or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City and County must notify the State immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

b) Additional insured status: The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds arising out of the activities performed by or on behalf of the City and County, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.

c) Certificates of Insurance: Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-



sharing pool insurance coverage. The City and County must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

15. Agreement Modification – Any change to this Agreement will only be by written agreement between the Parties.

16. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communications shall be a provision of this Agreement unless specifically provided within the written terms herein.

17. Termination – The Parties may mutually terminate this Agreement in writing at any time prior to the award of the construction contract. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. Should the City or County decide to terminate the Project, the City and County will be responsible for the reimbursement of the Federal funds expended to date. MDT may terminate this Agreement in whole or in part at any time if the City or County fail to perform the Agreement as set forth. If MDT terminates this Agreement due to the City's or County's failure to perform, the City and County will be responsible for the reimbursement of the Federal funds expended to date.

18. Compliance with Laws - The City and County shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable local, state and federal laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq., all rules and regulations applicable to these laws prohibiting discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression and handicap and with Exhibit A, attached hereto and incorporated by reference.

Non-Discrimination – The City and County will require that during the performance of any work arising out of this Agreement the City and County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulations, as set forth in Attachment "A" attached hereto and made part of this Agreement.

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.

IN WITNESS WHEREOF, the Director of Transportation's authorized representative has signed on behalf of the State of Montana, and the Mayor or the City Manager of the City of Great Falls, on behalf of the City, has signed and affixed hereto the seal of the City, and the Cascade County Commissioners have signed on behalf of the County.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
Administrator - Engineering Division

\_\_\_\_\_, 20 \_\_\_\_

By \_\_\_\_\_  
Approved for Legal Content

By Michelle Bishop 4/6/18  
Approved for Civil Rights

**CITY OF GREAT FALLS**

(SEAL & ATTEST)

By \_\_\_\_\_  
Greg Doyon, City Manager

By \_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

By \_\_\_\_\_  
Sara Sexe, City Attorney

\_\_\_\_\_, 20 \_\_\_\_

**CASCADE COUNTY, MONTANA**

(COUNTY SEAL)

\_\_\_\_\_, 20 \_\_\_\_ BY \_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: BY \_\_\_\_\_  
MEMBER, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CLERK & RECORDER BY \_\_\_\_\_  
MEMBER, BOARD OF COUNTY COMMISSIONERS

**TABLE 1**  
**STUCKEY ROAD – GREAT FALLS**  
**PROJECT COST ESTIMATE FEBRUARY 2018**

Project Phases	Total Project Cost	CMGF Funds 86.58%	Matching Funds 13.42%	City Funds 76% of match	County Funds 24% of match
length (feet)		2250		1710	540
percent				76.00%	24.00%
Preliminary Engineering (PE)	\$85,000	\$73,593	\$11,407	\$8,669	\$2,738
Utility Relocations (IC)	\$0	\$0	\$0	\$0	\$0
Right-of-Way (ROW)	\$0	\$0	\$0	\$0	\$0
Construction (CN)	\$700,000	\$606,060	\$93,940	\$71,394	\$22,546
Construction Engineering (CE)	\$70,000	\$60,606	\$9,394	\$7,139	\$2,255
Subtotal	\$855,000	\$740,259	\$114,741	\$87,203	\$27,538
IDC	\$93,708	\$81,132	\$12,576	\$9,557	\$3,018
Grand Total	\$948,708	\$821,391	\$127,317	\$96,761	\$30,556

The above costs are estimates. Additional project costs will be covered in the same manner as above. The IDC rate for FY 2018 (July 1, 2016 - June 30, 2018) is 10.96%.

**TABLE 2**  
**MDT GUIDELINES FOR AWARDING CONSTRUCTION CONTRACTS**  
(Used to determine allowable overrun cost participation based on construction bid award amount)

LOWEST RESPONSIVE BID	ALLOWABLE OVERRUN %
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%

**MDT NONDISCRIMINATION  
AND  
DISABILITY ACCOMMODATION NOTICE**

*Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:*

Federal protected classes

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English  
Proficiency

State protected classes

Race, color, national origin, parental/marital  
status, pregnancy, childbirth, or medical  
conditions related to pregnancy or childbirth,  
religion/ creed, social origin or condition,  
genetic information, sex, sexual orientation,  
gender identification or expression, national  
origin, ancestry, age, disability mental or  
physical, political or religious affiliations or  
ideas, military service or veteran status

*For the duration of this contract/agreement, the PARTY agrees as follows:*

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**(6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

*During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:*

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;



- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

*State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**April 24, 2018**

**Contract #18-77**

**Agenda Action Report**  
***Prepared for the***  
**Cascade County Commission**

**ITEM:** **Amendment # 2 - MT DPHHS USDA CSFP  
Contract 18027210050**

**INITIATED AND PRESENTED BY:** **Kim Thiel-Schaaf, Aging Services Director**

**ACTION REQUESTED:** **Approval of Contract 18-77**

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**BACKGROUND:**

Commission Contract 17-202, which is the annual contract with Montana DPHHS for the provision of the USDA Commodities Supplemental Food Program in Cascade County to persons over the age of 60, only allocated the first 2 months of funding to the program under the Federal Continuing Resolutions for budget. Subsequently, Modification #1 only increased the case load for the program from 760 to 775/ Modification # 2 now allocates additional funding through March 23,2018 under a subsequent continuing resolution for funding. It is anticipated that there will be another funding modification that will fully fund the remainder of the federal fiscal year forthcoming. The current allocation is for an additional \$ 4,650.00.

**RECOMMENDATION:** Approval of Contract

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission approve Contract 18-77, Amendment #2 to Commodity Supplemental Food Program Contract 18027210050 between Montana DPHHS and Cascade County.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission disapprove Contract 18-77, Amendment #2 to Commodity Supplemental Food Program Contract 18027210050 between Montana DPHHS and Cascade County.



**AMENDMENT NUMBER TWO  
TO CONTRACT NUMBER  
18027210050**

**CONTRACT  
18-77-**

A CONTRACT, having been made and entered into between the Montana Department of Public Health and Human Services and County of Cascade, Area VIII Agency on Aging for the purpose of the Commodity Supplemental Food Program, now appears to be in need of amending. The Department and the Contractor now agree, for good consideration, to hereby amend said contract as follows:

**SECTION 5                    CONSIDERATION AND PAYMENTS**

**Subsection A.1.** is deleted in its entirety and insert in lieu thereof:

1. The Department will reimburse an amount of \$3.00 per client served for that month, not to exceed the assigned caseload listed in the March 1, 2018 effective dated Attachment C of this modification not to exceed \$13,890 through March 23, 2018 under FFY 2018 Congressional Continuing Resolutions 1, 2, 3, 4 & 5.

**SECTION 10                ACCOUNTING, COST PRINCIPLES AND AUDIT**

**Subsection G.3** is deleted in its entirety and insert in lieu thereof:

3. The following information is required to be disclosed under 2 CFR 200:
  - a. Subrecipient name: **County of Cascade**
  - b. Subrecipient Unique Entity Identifier: **Duns #010360493**
  - c. FAIN number: **183MT815Y8005**
  - d. Federal award date: **October 4, 2017**
  - e. Federal award start & end date: **October 1, 2017 through September 30, 2018**
  - f. Amount of funds obligated to subrecipient by this action: **\$4,650**
  - g. Total amount of funds obligated to subrecipient: **\$13,890**
  - h. Total amount of this Federal award to subrecipient: **\$13,890**
  - i. Project Description: **Commodity Supplemental Food Program**
  - j. Awarding agency/pass-through entity/contact info: **See Section 25.A.**
  - k. CFDA number/name: **10.565-Commodity Supplemental Food Program**
  - l. Research and Development? **No**
  - m. Indirect cost rate: **N/A - See Section 5.A.3.**

**SECTION 30                SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT**

**Subsection A.** is amended by inserting the following:

- A. This Amendment consists of two (2) numbered pages, the revised Attachment B: Income Guidelines and revised Attachment C: Caseload Assignments **with the effective dates of March 1, 2018.**

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set out below:

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jamie Palagi, Administrator

**AREA VIII AGENCY ON AGING**

By:  Date 4/24/2018  
Kimberliegh L. Thiel-Schaaf, Director Area VIII Aging Services

Passed and adopted this 24<sup>th</sup> day of April 2018.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Jane Weber, Commission Chair

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
James Larsen, Commissioner

**Attest**

On this 24<sup>th</sup> Day of April 2018. I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore  
Cascade County Clerk and Recorder



**ATTACHMENT B**  
**INCOME GUIDELINES**  
**BEGINNING MARCH 1, 2018**

# FFY 2018 FINAL EXHIBIT B

## 2018 Commodity Supplemental Food Program (CSFP)

### ELDERLY INCOME GUIDELINES

#### 130% OF POVERTY LEVEL OR LESS

#### GUIDELINES EFFECTIVE March 1, 2018

#### 130% OF POVERTY INDEX

HOUSEHOLD SIZE	FEDERAL POVERTY 2018 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$12,140	<b>\$15,782</b>	\$1,316	\$658	\$607	\$304
2	\$16,460	<b>\$21,398</b>	\$1,784	\$892	\$823	\$412
3	\$20,780	<b>\$27,014</b>	\$2,252	\$1,126	\$1,039	\$520
4	\$25,100	<b>\$32,630</b>	\$2,720	\$1,360	\$1,255	\$628
5	\$29,420	<b>\$38,246</b>	\$3,188	\$1,594	\$1,471	\$736
6	\$33,740	<b>\$43,862</b>	\$3,656	\$1,828	\$1,687	\$844
7	\$38,060	<b>\$49,478</b>	\$4,124	\$2,062	\$1,903	\$952
8	\$42,380	<b>\$55,094</b>	\$4,592	\$2,296	\$2,119	\$1,060
For each add'l family member, add.....	\$4,320	<b>\$5,616</b>	\$468	\$234.00	\$216	\$108

based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #83 FR 2642, pages 2642-2644 (3 pages), Document #2018-00814

**ATTACHMENT C**  
**CASELOAD ASSIGNMENTS FOR THE PERIOD**  
**BEGINNING MARCH 1, 2018**

**FFY 2018 - ATTACHMENT C**  
**EFFECTIVE DATE: March 1, 2018**

**CASELOAD ASSIGNMENTS FOR THE PERIOD**  
**Beginning March 1, 2018**

This is the agency caseload slot assignment revised MARCH 1, 2018 for Federal Fiscal Year 2018 CSFP contracts. Caseloads will be reassessed MONTH-BY-MONTH and new caseload assignments may be made throughout the remainder of FFY 2018.

**The caseload assignments are based on Area distributions over the last few months. By Regulations Montana's 2018 Caseload is 6,758.**

AGENCY NAME	March 1, 2018 CASELOAD
AREA V AGENCY ON AGING - BUTTE	420
DISTRICT 9 HRDC-GVFB – BOZEMAN	358
N. CENTRAL AOA - CONRAD	237
ACTION FOR E. MONTANA - GLENDIVE	607
AREA VIII AOA-CASCADE CNTY-GREAT FALLS	775
HILL COUNTY COA - HAVRE	102
ROCKY MOUNTAIN DEV COUNCIL-HELENA	672
FLAHEAD FOOD BANK - KALISPELL	735
MISSOULA FOOD BANK - MISSOULA	600
AREA VI AOA - POLSON	860
AREA II AOA – ROUNDUP	1,140
RAVALLI COUNTY COA - HAMILTON	252
<b>Revised FFY 2018 CASELOAD:</b>	<b>6,758</b>

REGULATIONS: New Federal statutes (7 CFR 247 – CSFP Plain Language Rules, effective September 12, 2005) state a base caseload for the following year will be based on the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year. Requests for additional caseloads must be made in writing to include justification; email requests are considered “in writing”. Final caseload assignments are dependent on Congressional funding and Presidential signature of the Annual Agriculture Bill.

April 24, 2018

Contract 18-79

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:**

**Contract 18-79:  
Department of Defense  
Operations & Maintenance Program  
MT DAR 2019(1), Defense Access Roads FY2019**

**INITIATED AND PRESENTED BY:**     **Brian K. Clifton, Public Works Director**

**ACTION REQUESTED:**                     **Approval of Contract 18-79**

---

**BACKGROUND:**

The Federal Land Highway Project Agreement, Program: Department of Defense Operations & Maintenance, Project MT DAR2019(1), Defense Access Roads FY 2019 is between the U.S. Department of Transportation/Federal Highway Administration (FHWA)/Western Federal Lands Highway Division, the Department of Defense (DOD)/Malmstrom Base, Teton County, Cascade County and Chouteau County.

The intent of the project is to correct deficiencies on T-E Routes considering Federal-Aid Laws, T-E Route Standards, and the responsibilities of the Public Highway Authorities.

Major Scope Items: Recondition roadway and provide stabilization and/or aggregate surface, replace, recondition, or clean designated culverts, replace cattle guards as needed, replace livestock crossings as needed.

Funding for the project is allocated to FHWA from the Department of Defense (DOD) through the Operations and Maintenance (O&M) Program using normal Federal-aid procedures as authorized under Title 23 (23 U.S.C. 210). This program is co-administrated by the Military Surface Deployment and Distribution Command (SDDC) and FHWA. All costs of completing this project, including NEPA, preliminary engineering, acquiring Right of Way, utility relocation, physical construction, construction modifications or overruns, and construction engineering are the responsibility of the DOD. The costs of maintenance of the completed facility will be the responsibility of the respective Counties.

**RECOMMENDATION:** Approval of Contract 18-79.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission approve Contract 18-79, Department of Defense Operations & Maintenance Program, Project: MT DAR 2019(1), Defense Access Roads FY2019.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission disapprove Contract 18-79, Department of Defense Operations & Maintenance Program, Project: MT DAR 2019(1), Defense Access Roads FY2019.



# **FEDERAL LANDS HIGHWAY PROJECT AGREEMENT**

**April 2, 2018**

**Program:** Department of Defense (DOD) Operations and Maintenance (O&M) Program

**Air Force Base:** Malmstrom Air Force Base (AFB)

**State:** Montana

**Counties:** Teton, Cascade and Chouteau County, Montana

**Project Name and Number:** MT DAR 2019(1), Defense Access Roads FY 2019

**Project Location:** The project has improvement at various locations within the Transporter-Erector (T-E) routes. See below schedules for details.

<b>Route</b>	<b>Mileage</b>	<b>County</b>	<b>Cumulative Mileage</b>
J-3	1.51	Chouteau	1.51
J-5	3.94	Chouteau, Cascade	5.45
J-7	8.01	Chouteau	13.46
H-6	3.21	Cascade	16.67
H-2	3.37	Teton	20.04
H-3	2.68	Teton	22.72
H-4	4.79	Cascade	27.51
J-4	8.55	Chouteau	36.06
J-1	6.69	Teton	42.75
H-11	2.46	Teton	45.21
J-11	0.78	Teton	45.99
J-6	5.63	Chouteau	51.62
J-9	2.85	Cascade	54.47
J-8	8.08	Cascade	62.55
H-10	2.00	Teton	64.55

**Purpose of this Agreement:** This agreement documents the intent of the parties and sets forth the responsibilities of each in the funding, development, construction, and future maintenance for the repair of aggregate surfaced Transporter-Erector (T-E) routes identified by Air Force Base missile engineering and authorized by Military Surface Deployment and Distribution Command (SDDC) to Federal Highway Administration (FHWA) for this project.

**Authority:** This agreement is entered into by the undersigned parties pursuant to the provisions of Title 23, United States Code Sections 210.

**Description of Work:** The intent of the project is to correct deficiencies on T-E Routes considering Federal-Aid Laws, T-E Route Standards, and the responsibilities of the Public Highway Authorities. The Project Agreement allows preliminary design and investigation for the scope of work listed below and in Table A.

Major Scope Items:

- **Recondition roadway and provide stabilization and/or aggregate surface**
- **Replace, recondition, or clean designated culverts.**
- **Replace cattle guards as needed**

- **Replace live stock crossings as needed**

**Parties to Agreement:**

U.S. Department of Transportation  
Federal Highway Administration (FHWA)  
Western Federal Lands Highway Division (WFLHD)

Department of Defense (DOD)  
Malmstrom Air Force Base

Teton County

Cascade County

Chouteau County

**Funding:** Funding for the project is allocated to FHWA from the Department of Defense (DOD) through the Operations and Maintenance (O&M) Program using normal Federal-aid procedures as authorized under Title 23 (23 U.S.C. 210). This program is co-administrated by the Military Surface Deployment and Distribution Command (SDDC) and FHWA.

All costs of completing this project, including NEPA, preliminary engineering, acquiring Right of Way, utility relocation, physical construction, construction modifications or overruns, and construction engineering are the responsibility of the DOD. The costs of maintenance of the completed facility will be the responsibility of the respective Counties.

**Design Standards:** The project will be designed in accordance with minimum American Association of State Highway and Transportation Officials (AASHTO) 2001 edition of the Guidelines for Geometric Design of Very Low-volume Local Roads and the T-E Route Standards from the Program Guidance, Department of Air Force Operations and Maintenance Program (DAF O&M). Structures will be designed in accordance with AASHTO LRFD Bridge Design Specifications, 4<sup>th</sup> Edition, 2007 with current interims and the Bridge Criteria from the Program Guidance, DAR O&M Program.

The following general design criteria are considered appropriate at the time.

Functional Classification	Local Rural Roads
Terrain	Varied
Design Vehicle	WB-40 (T-E Vehicle*)
Preliminary Design Speed	match existing conditions
Preliminary Superelevation	10% maximum (match existing)
Preliminary Finished	Travel Lane – 18-24 ft.
Roadway Width	Shoulders –2 ft.
Preliminary ADT	ADT <sub>2010</sub> = <250

\*Transport-Erector (T-E) Vehicle weighs 73 tons loaded and has a maximum axle loading road of 17,500 pounds. The T-E has a minimum turning radius of 45 feet.

Changes in these general design criteria may become necessary, or desirable, during project development. Acceptance of these changes will be documented in a modification to this Agreement.

Isolated exceptions to standards, such as individual curves which do not meet the selected design speed, will be documented by WFLHD and presented to the Air Force and county representatives for concurrence.

**Project Development:** WFLHD will provide a Project Manager during the project development phase of the project to coordinate with and ensure the project plans, specifications, and estimates are reflective of the Air Force and counties needs. The Project Manager will be WFLHD's primary contact for the Air Force and counties. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Manager.

WFLHD will administer all phases of project development work which includes such items as environmental compliance, geotechnical investigation, preliminary design, right-of-way preparation, and final design for all the proposed work. The Air Force and county representatives will support the environmental compliance and provide reviews of the plan set.

Plans and specification will be written in accordance with FP-14 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

WFLHD will seek input from the Air Force and county representatives throughout development of the project. The Air Force and counties will participate in the project's development to the extent that their capabilities and resources permit. The Air Force and counties may be asked to follow-up on, or provide monitoring of some environmental commitments such as those associated with the Montana Pollution Discharge Elimination System (MPDES) and other permits. Should assistance be required for any such environmental commitments, WFLHD will coordinate these topics with the Air Force and counties and document this understanding through amendment of this Agreement.

WFLHD will be the lead agency responsible for obtaining environmental clearance for the proposed work. WFLHD will obtain all necessary federal, state, or local permits for the proposed work prior to soliciting for bids. WFLHD will obtain, or require the contractor to obtain respective federal, state, or local permits if additional areas of disturbance or usage are identified during construction.

The project will be developed with schedules based on different scope of work and costs.

WFLHD will not solicit bids until the final plans, specification, and estimate (PS&E) package has been concurred in writing by the Air Force and the county representatives.

*Milestone Schedule:*

Completion of Project Agreement	April 30, 2018
Completion of 100% Design	April, 2019
Advertise Contract	May, 2019
Award Contract	Summer, 2019
Construction	Summer 2019 –October 2020

This schedule is based on the proposed scope of work. Schedules will be furthered evaluated during project development. Schedules will be revisited at each project development milestone and if changes are required, the schedule will be coordinated with the Air Force and counties

**Right-of-Way:** Right-of-way acquisition may be required for the project. The County will acquire sufficient Right of Way.

**Utilities:** The WFLHD will coordinate with and identify utilities in conflict with the proposed project. The WFLHD will arrange with the affected utilities to have the utilities relocated, if necessary. The Counties will coordinate and pay utility companies for any eligible relocation costs. The Counties agree to

exercise jurisdictional authority if gaining cooperation from utility companies in their utility relocation. WFLHD will pay for any eligible utility relocation costs through a Reimbursable Agreement with the Counties using DOD funding.

The Counties agrees to accommodate future utility installations within the right-of-way in a manner that will not interfere with the free and safe flow of traffic. The Counties will have complete control of all maintenance operations within the constructed roadway. This includes all roadway structures, ditches, back slopes and fills.

**Construction:** As soon as practical after the plans, specifications, and estimate (PS&E) package is complete, permits are obtained, and funding is in place, WFLHD will either solicit bids or negotiate with a contractor (if the contractor or location meets required qualifications for 8a or Hub Zone) to construct the project in accordance with the Federal Acquisition Regulations (48 CFR 1) and the Transportation Acquisition Regulations (48 CFR 12). The project will be developed with schedules based on different scope of work and costs. The work will be awarded to the lowest qualified bidder that meets available funding at the time of award.

*Note: Normally, federally funded project require open bidding competition. Some projects are set aside for small or minority owned businesses 8(a) or businesses in economically depressed areas (Hub Zone). If the limited current funding received for the project is likely insufficient to build the entire project, then additional funding sources will need to be requested and approved or the scope of the project reduced.*

During the construction phase, WFLHD will provide a Project Engineer to oversee and inspect the work to ensure a quality product that adheres to the Plans and Specifications. The Project Engineer is WFLHD's designated contact for the Air Force and counties during the construction phase. The Air Force and counties will also designate a representative who will be the primary contact for WFLHD's Project Engineer.

Upon completion of the construction contract, WFLHD, Air Force, and the counties will hold a final inspection. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the Air Force and counties will accept the route(s) for maintenance and operation.

**Legal Claims:** WFLHD will be responsible for design and construction of the project. WFLHD will be responsible for defending against any tort claims alleging negligence by its employees or agents in the design of construction of the project. WFLHD will serve as the lead federal agency in accordance with the Department of Justice regulations (28 CFR 14.2(b) (2)) governing administrative claims filed under the Federal Tort Claims Act for any claims alleging negligence in the design of construction of the project.

**Maintenance:** Maintenance is the preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization.

During construction of the project, the contractor will bear all expense of maintaining traffic except during authorized winter suspension periods. If it is necessary that the facility remain open for public use during a period of winter suspension, the County will be responsible for routine maintenance, including snow removal. Damages occurring as a result of such winter maintenance (*i.e.*, guardrail damage, culvert damage) will also be the responsibility of the Counties.

After construction, the Counties will operate and maintain the road.

**Termination:** This agreement may be terminated by mutual written consent of all parties. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**Amendments to the Project Agreement:** This Project Agreement may be modified by mutual agreement of the affected parties.

**This Agreement shall be effective as of the date of the last signature.**

**DEPARTMENT OF TRANSPORTATION  
Federal Highway Administration  
Western Federal Lands Highway Division**

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(Signature)

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(Date)

Daniel Donovan  
Director of Office of Program Administration  
610 East Fifth Street  
Vancouver, Washington 98661

**AIR FORCE**  
**Malmstrom Air Force Base**

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Floyd Wanke, Chief Missile Engineering  
Airforce Base Missile Engineering

Date

## **Teton County, MONTANA**

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Jim Hodgskiss, District 1, Vice Chairman  
Teton County

Date

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Joe Dellwo, District 2  
Teton County

Date

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Ron Ostberg, District 3, Chairman  
Teton County

Date



## Cascade County, MONTANA

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Joe Briggs, District 1 Cascade County	Date
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James Larson, District 2 Cascade County	Date
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Jane Weber, District 3, Chairman Cascade County	Date
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## Chouteau County, MONTANA

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Clay Riehl Chouteau County	Date
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Bob Pasha Chouteau County	Date
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Daren Schuster Chouteau County	Date
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**April 24, 2018**

**Agenda #1**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** **Contract 18-78:**  
**Award of 40<sup>th</sup> Ave S. Asphalt Overlay**

**INITIATED AND PRESENTED BY:** **Brian K. Clifton, Public Works Director**

**ACTION REQUESTED:** **Approval of Contract**

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**BACKGROUND:**

The Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the Preventative Maintenance Plant Mix Overlay with Seal & Cover on approximately 4400 lineal feet of 40<sup>th</sup> Ave S. Construction bid packet availability was published in the Great Falls Tribune on March 25<sup>th</sup> and April 1<sup>st</sup> of 2018. Hard copies were available at the office of Big Sky Civil & Environmental, Inc. located at 1324 13<sup>th</sup> Ave SW, Great Falls, MT 59403. Sealed bids were due on Wednesday, April 11<sup>th</sup>, 2018 at 2:00 pm in the Cascade County Commissioners Office located at 325 2<sup>nd</sup> Ave N., #111. Two bids were received by the specified due date and were publicly opened and read aloud. Bids were provided by United Materials of Great Falls, MT and MRTE, Inc of Black Eagle, MT. Bid Tabulation Sheet attached.

**RECOMMENDATION:** Cascade County Staff, after reviewing the bid packages from the two construction companies and receiving recommendations from Big Sky Civil and Environmental Inc, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission approve Contract 18-78, bid proposal from United Materials for the Preventative Plant Mix Overlay with Seal & Cover on approximately 4400 lineal feet of 40<sup>th</sup> Ave S., for a total cost to Cascade County of \$199,594.00, and instruct staff to complete the contracting process.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission disapprove Contract 18-78, bid proposal from United Materials for the Preventative Plant Mix Overlay with Seal & Cover on approximately 4400 lineal feet of 40<sup>th</sup> Ave S., for a total cost to Cascade County of \$199,594.00.

## SECTION 00500

## AGREEMENT

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and **United Materials of Great Falls, Inc.**, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK:**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as **the preventative maintenance overlay with seal and cover on 40<sup>th</sup> Avenue South**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, clearing/grubbing, plant mix surfacing, seal & cover, striping, and other incidental work thereto as further described on the construction drawings.

**Article 2. THE PROJECT:**

2.01 The Project for which Work under these Contract Documents shall be performed is described as **Preventative Maintenance Plant Mix Overlay with Seal and Cover on 40<sup>th</sup> Ave South**.

**Article 3. ENGINEER:**

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13<sup>th</sup> Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIME:**

4.01 Time of the Essence.

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially completed within **14 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6<sup>th</sup> Edition/Article 9.01A6 herein).

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement; and if the Work is not substantially complete within the times specified in

paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

## **Article 5. CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6<sup>th</sup> Edition/Article 9.01A6 herein).

## **Article 6. PAYMENT PROCEDURES:**

### **6.01 Submittal and Processing of Payments**

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

### **6.02 Progress Payments; Retainage:**

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

**Article 7. INTEREST:**

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

**Article 8. CONTRACTOR'S REPRESENTATIONS:**

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 9. CONTRACT DOCUMENTS:**

### **9.01 Contents**

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered 1 through 6 with each sheet bearing the Project title: **Overlay 40<sup>th</sup> Avenue South.**
11. Addenda (numbers \_\_ to \_\_, inclusive);
12. Exhibits to this Agreement, as applicable:
  - a. CONTRACTOR's Executed Bid Proposal;
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_ to \_\_);
  - c. Notice of Award (page 1);
  - d. Notice to Proceed (page 1);
  - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:



- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01 A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

## **Article 10. DISPUTE RESOLUTION**

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
  - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
  - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
    - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.
    - (b) The arbitrator shall issue a written decision which summarizes the facts and law upon which his/her decision is based, as required when a District Court rules upon a motion for summary judgment



which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

#### **Article 11. MISCELLANEOUS:**

##### **11.1 Terms.**

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

##### **11.2 Assignment of Contract.**

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

##### **11.3 Successors and Assigns**

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

##### **11.4 Severability**

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the effective date of the Agreement).

STATE OF MONTANA     )  
  :SS  
County of \_\_\_\_\_ )

This instrument was signed or acknowledged  
before me on this \_\_\_\_ day of \_\_\_, 20\_\_, by

\_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my Official Seal the  
day and year in this certificate first above  
written.

\_\_\_\_\_  
(print name)

Notary Public for the State of Montana

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

CONTRACTOR:

United Materials of Great Falls, Inc.

By \_\_\_\_\_  
(Signature)

CONTRACTOR Registration No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Jane Weber, Chair

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
James Larson, Commissioner

ATTEST

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I hereby attest the above-written signatures of the  
Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore,  
Cascade County Clerk and Recorder

**END OF SECTION 00500**